

Exhibit A

SELLER CONTRACT

This Seller Contract (the "Contract") is made this 9th day of January, 1987, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding") and United Virginia Mortgage Corporation (the "Seller").

WHEREAS, beginning no earlier than February 1, 1986, the Seller desires to sell Loans to Residential Funding, and Residential Funding desires to purchase Loans from the Seller, pursuant to the terms of this Contract and the Seller Guide, as amended from time to time.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation by Reference.

The Seller acknowledges that it has received and read the Seller Guide. All provisions of the Seller Guide are incorporated by reference into this Contract, and shall be binding upon the parties. Specific reference in this Contract to particular provisions of the Seller Guide and not to other provisions does not mean that those provisions of the Seller Guide not specifically cited in this Contract are not applicable. All terms used herein shall have the same meaning as such terms have in the Seller Guide, unless the context clearly requires otherwise.

2. Amendments.

This Contract may not be amended or modified orally, and no provision of this Contract may be waived or amended except in a writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Contract. However, by its terms, the Seller Guide may be amended or supplemented by Residential Funding from time to time. Any such amendment(s) to the Seller Guide shall be binding upon the parties hereto.

3. Representations and Warranties.

a. Reciprocal Representations and Warranties.

The Seller and Residential Funding each represents and warrants to the other that as of the date of this Contract:

- (1) Each party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business in each jurisdiction in which it is required to be so qualified, and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Seller Guide.
- (2) This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.
- (3) There is no action, proceeding or investigation pending or threatened, nor any basis therefor known to either party, that questions the validity or prospective validity of this Contract.
- (4) Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and no such obligation adversely affects its capacity to fulfill any of its promises or duties under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

b. Seller's Representations, Warranties and Covenants.

In addition to the representations, warranties and covenants made by the Seller pursuant to subparagraph (a) of this paragraph 3, the Seller makes the representations, warranties and covenants set forth in the Seller Guide and, upon request, agrees to deliver to Residential Funding the certified Resolution of Board of Directors which authorizes the execution and delivery of this Contract.

4. Remedies of Residential Funding.

If an Event of Seller Default shall occur, Residential Funding may, at its option, exercise one or more of those remedies set forth in the Seller Guide.

5. Seller's Status as Independent Contractor.

At no time shall the Seller represent that it is acting as an agent of Residential Funding. The Seller shall, at all times, act as an independent contractor.

6. Termination.

This Contract may be terminated at any time by either party by sending the other party prior written notice of termination. The effective date of termination of this Contract shall be the date which is ten (10) days after the date such written notice is sent or such later date as is expressly set forth in such written notice; provided, however, that with respect to any Commitment(s) outstanding on the date of such written notice, the effective date of termination shall be the expiration date of such Commitment(s). Such termination shall not affect the performance of either party's obligations with respect to Loans delivered to Residential Funding: (i) before the effective date of such termination, or (ii) pursuant to Commitment(s) issued by Residential Funding prior to the effective date of such termination.

7. Assignment.

This Contract may not be assigned or transferred, in whole or in part, by the Seller without the prior written consent of Residential Funding. Residential Funding may sell, assign, convey, hypothecate, pledge or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Seller Guide with respect to any Commitment or Loan. Unless Residential Funding specifies otherwise, any such sale, assignment, conveyance, hypothecation, pledge or transfer shall be effective upon written notice by Residential Funding to the Seller.

8. Notices.

All notices, requests, demands or other communications that are to be given under this Contract shall be in writing, addressed to the appropriate parties and sent by certified mail, return receipt requested, postage prepaid, to the addresses below. However, another name or address or both may be substituted by the Seller pursuant to the requirements of this paragraph 8, or by Residential Funding pursuant to an amendment to the Seller Guide.

If to Residential Funding, notice must be sent to:

Residential Funding Corporation
6420 Wilshire Boulevard
Suite 600
Los Angeles, CA 90048
Attention: Loan Service Department

If to the Seller, notice must be sent to:

United Virginia Mortgage Corporation
2108 West Laburnum Avenue
Richmond, Virginia 23227
Attention: Richard C. Berg

9. Miscellaneous.

This Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All section headings contained herein are for convenience only and shall not be construed as part of this Contract. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of New York.

IN WITNESS WHEREOF, the duly authorized officers of the Seller and Residential Funding have executed this Seller Contract as of the date first above written.

ATTEST:

SELLER

[Corporate Seal]
(If none, so state.)

Deborah P. Ellis

Deborah P. Ellis
(Typed Name)

Title: Assistant Secretary

United Virginia Mortgage Corporation
(Name of Seller)
By: Richard C. Berg
(Signature)

Richard C. Berg
(Typed Name)

Title: Vice President

ATTEST:

Don Russell

Don Russell
(Typed Name)

Title: Senior Vice President

RESIDENTIAL FUNDING CORPORATION

By: Heidi W. Steinhilber
(Signature)

Heidi W. Steinhilber
(Typed Name)

Title: _____

SERVICER CONTRACT

This Servicer Contract (the "Contract") is made this 9th day of January, 1987, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding") and United Virginia Mortgage Corporation (the "Servicer").

WHEREAS, beginning no earlier than February 1, 1986, the Servicer desires to service Loans for Residential Funding, and Residential Funding desires to have the Servicer service various of its Loans, pursuant to the terms of this Contract and the Servicer Guide, as amended from time to time.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation by Reference.

The Servicer acknowledges that it has received and read the Servicer Guide. All provisions of the Servicer Guide are incorporated by reference into this Contract, and shall be binding upon the parties. Specific reference in this Contract to particular provisions of the Servicer Guide and not to other provisions does not mean that those provisions of the Servicer Guide not specifically cited in this Contract are not applicable. All terms used herein shall have the same meaning as such terms have in the Servicer Guide, unless the context clearly requires otherwise.

2. Amendments.

This Contract may not be amended or modified orally, and no provision of this Contract may be waived or amended except in a writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Contract. However, by its terms, the Servicer Guide may be amended or supplemented by Residential Funding from time to time. Any such amendment(s) to the Servicer Guide shall be binding upon the parties hereto.

3. Representations and Warranties.

a. *Reciprocal Representations and Warranties.*

The Servicer and Residential Funding each represents and warrants to the other that as of the date of this Contract:

- (1) Each party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business in each jurisdiction in which it is required to be so qualified, and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Servicer Guide.
- (2) This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.
- (3) There is no action, proceeding or investigation pending or threatened, nor any basis therefor known to either party, that questions the validity or prospective validity of this Contract.
- (4) Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and no such obligation adversely affects its capacity to fulfill any of its promises or duties under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

b. Servicer's Representations, Warranties and Covenants.

In addition to the representations, warranties and covenants made by the Servicer pursuant to subparagraph (a) of this paragraph 3, the Servicer makes the representations, warranties and covenants set forth in the Servicer Guide and, upon request, agrees to deliver to Residential Funding the certified Resolution of Board of Directors which authorizes the execution and delivery of this Contract.

4. Remedies of Residential Funding.

If an Event of Servicer Default shall occur, Residential Funding may, at its option, exercise one or more of those remedies set forth in the Servicer Guide.

5. Servicer's Status as Independent Contractor.

At no time shall the Servicer represent that it is acting as an agent of Residential Funding. The Servicer shall, at all times, act as an independent contractor.

6. Termination.

This Contract may be terminated at any time by either party by sending the other party prior written notice of termination. The effective date of termination of this Contract shall be the date which is ten (10) days after the date such written notice is sent or such later date as is expressly set forth in such written notice; provided, however, that with respect to any Commitment(s) under the Seller Guide outstanding on the date of such written notice, the effective date of termination shall be the expiration date of such Commitment(s). Such termination shall not affect the performance of either party's obligations with respect to Loans delivered to Residential Funding: (i) before the effective date of such termination, or (ii) pursuant to Commitment(s) under the Seller Guide issued by Residential Funding prior to the effective date of such termination.

7. Assignment.

This Contract may not be assigned or transferred, in whole or in part, by the Servicer without the prior written consent of Residential Funding. Residential Funding may sell, assign, convey, hypothecate, pledge, or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Servicer Guide with respect to any Commitment or Loan. Unless Residential Funding specifies otherwise, any such sale, assignment, conveyance, hypothecation, pledge or transfer shall be effective upon written notice by Residential Funding to the Servicer.

8. Notices.

All notices, requests, demands or other communications that are to be given under this Contract shall be in writing, addressed to the appropriate parties and sent by certified mail, return receipt requested, postage prepaid, to the address below. However, another name or address or both may be substituted by the Servicer pursuant to the requirements of this paragraph 8, or by Residential Funding pursuant to an amendment to the Servicer Guide.

If to Residential Funding, notice must be sent to:

Residential Funding Corporation
6420 Wilshire Boulevard
Suite 600
Los Angeles, CA 90048
Attention: Loan Service Department

If to the Servicer, notice must be sent to:

United Virginia Mortgage Corporation

2108 West Laburnum Avenue

Richmond, Virginia 23227

Attention: Stanley G. Mangnuson

9. Miscellaneous.

This Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All section headings contained herein are for convenience only and shall not be construed as part of this Contract. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of New York.

IN WITNESS WHEREOF, the duly authorized officers of the Servicer and Residential Funding have executed this Servicer Contract as of the date first above written.

ATTEST:

SERVICER

[Corporate Seal]
(If none, so state.)

United Virginia Mortgage Corporation
(Name of Servicer)

By: Stanley G. Mangnuson
(Signature)

Deborah P. Ellis
(Typed Name)

Stanley G. Mangnuson
(Typed Name)

Title: Assistant Secretary

Title: Senior Vice President

ATTEST:

RESIDENTIAL FUNDING CORPORATION

By: Keith W. Stahlman
(Signature)

Don Russell

(Typed Name)

(Typed Name)

Title: Senior Vice President

Title: _____

CERTIFIED SELLER CONTRACT ADDENDUM

This Certified Seller Contract Addendum (the "Contract Addendum") is made this 23rd day of January, 1991, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding") and Crestar Mortgage Corporation (the "Seller").

WHEREAS, on November 1, 1990, the parties entered into a Seller Contract (the "Contract") governing the sale of Loans by the Seller to Residential Funding, and

WHEREAS, the parties now desire to amend the Contract to reflect their additional obligations resulting from the Seller becoming a Certified Seller.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties, desiring to amend the Contract, do hereby agree as follows:

1. The Seller acknowledges that it has received and read the Certified Seller Part of the Seller Guide. All Loans sold to Residential Funding by the Seller as a Certified Seller shall be governed by the Contract, this Contract Addendum, and the Seller Guide, including without limitation the Certified Seller Part of the Seller Guide, as amended from time to time.
2. This Contract Addendum shall be effective as of February 1, 1991, and it may be terminated by either party upon written notice to the other. Such termination shall be effective upon receipt, and shall terminate the Seller's status as a Certified Seller without terminating the Contract or otherwise affecting its status as a Seller.
3. Except as provided herein, the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the Seller and Residential Funding have executed this Contract Addendum as of the date first above written.

ATTEST:

SELLER

[Corporate Seal]
(If none, so state.)

By: Suzanne M. Cronin
(Signature)

Suzanne M. Cronin
(Typed Name)

Title: Officer

Crestar Mortgage Corporation
(Name of Seller)

By: Sterling Edmunds, Jr.
(Signature)

Sterling Edmunds, Jr.
(Typed Name)

Title: Vice President

ATTEST:

RESIDENTIAL FUNDING CORPORATION

By: Julie A. Myers
(Signature)

Julie A. Myers
(Typed Name)

Title: Systems Administrator

By: Jeffery E. Polkinghorne
(Signature)

Jeffery E. Polkinghorne
(Typed Name)

Title: Vice President

First Amendment to
Seller/Servicer Contract

This First Amendment to Seller/Servicer Contract dated as of August 18, 1994 (this "Amendment"), by and between Residential Funding Corporation and its successors and assigns ("Residential Funding") and Crestar Mortgage Corporation (the "Seller/Servicer") amends that certain Seller/Servicer Contract dated as of January 9, 1987, ~~1994~~ (as amended, supplemented or otherwise modified from time to time, the "Seller/Servicer Contract"), by and between Residential Funding and the Seller/Servicer.

WHEREAS, Residential Funding and the Seller/Servicer have agreed to amend a certain provision of the Residential Funding Seller Guide (as amended, supplemented or otherwise modified from time to time, the "Seller Guide"), which Seller Guide is incorporated by reference into and made a part of the Seller/Servicer Contract.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below and in the Seller/Servicer Contract, the parties agree as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined shall have the meanings assigned to those terms in the Seller/Servicer Contract unless the context indicates otherwise.

2. Amendment to No Adverse Circumstances Representation. The text of the subsection of the Specific Warranties section of the Seller Guide entitled "No Adverse Circumstances" shall be amended and restated in its entirety to read as follows:

The Mortgaged Premises are free of damage and in good repair, and no notice of condemnation has been given with respect thereto. The Seller represents and warrants that as of the Delivery Date and the Funding Date with respect to each Loan it has done a thorough investigation in accordance with its standard underwriting procedures as set forth in this Seller Guide and its current internal procedure manual(s) and that to the best of the Seller's knowledge following such investigation no circumstances exist involving the Loan Documents, the Mortgaged Premises or the Borrower's credit standing that could: (i) cause private institutional investors to regard the Loan as an unacceptable investment, (ii) cause the Loan to become delinquent, or (iii) adversely affect the Value or marketability of the Mortgaged Premises or the Loan. The Seller warrants that it neither has actual knowledge of the presence of, nor reasonable grounds to suspect the presence of, any toxic materials or other environmental hazards on, in or that could affect any of the Mortgaged Premises. The Seller warrants compliance with local,

State or federal law or regulation designed to protect the health and safety of the occupants of the property.

3. Termination of Amendment; Changes in Procedure Manual. The amendment set forth in Section 2 above to the No Adverse Circumstances subsection of the Specific Warranties section of the Seller Guide shall automatically and without notice or other action of any kind cease to be in effect on the earlier of: (i) the effective date of any material change in the underwriting or quality control procedures currently being followed by the Seller/Servicer with respect to the origination, servicing and/or sale of residential mortgage loans in accordance with the Seller/Servicer's internal procedure manual (the "Manual") as in effect on the date of this Amendment, complete copies of which are attached as Exhibit A to this Amendment and are hereby incorporated into this Amendment by reference in their entirety, or (ii) the date upon which Residential Funding, in the exercise of its sole discretion, notifies the Seller/Servicer that such amendment shall be of no force or effect with respect to any Delivery Commitments ordered after that date. The Seller/Servicer agrees to provide to Residential Funding prior written notice of any proposed modifications of any kind to any portion of the Manual.

4. Effective Date of Amendment. This Amendment shall be effective with respect to Loans sold by the Seller/Servicer to Residential Funding under Delivery Commitments ordered on or after the date of this Amendment. All Loans sold by the Seller/Servicer to Residential Funding under Delivery Commitments ordered prior to the date of this Amendment are sold subject to the terms of the Seller/Servicer Contract as then in effect.

5. Confidentiality. The Seller/Servicer agrees to keep the terms of this Amendment strictly confidential and not to disclose the existence of this Amendment or any of its content to any third party under any circumstances or to any employee of the Seller/Servicer except on a "need to know basis." The Seller/Servicer's obligations under this Section 5 shall survive the termination of the Seller/Servicer Contract and/or this Amendment.

6. Ratification of Seller/Servicer Contract; No Other Amendments. Residential Funding and the Seller/Servicer hereby ratify that the Seller/Servicer Contract, as amended hereby, remains in full force and effect and that all terms of the Seller/Servicer Contract shall remain unchanged except as otherwise expressly set forth above in Section 2. Without limiting the generality of the foregoing, nothing in this Amendment is intended or shall be deemed to in any way change or affect any of the provisions of the Seller/Servicer Contract pertaining to the Seller/Servicer's obligations and liabilities arising out of any fraud or misrepresentation.

IN WITNESS WHEREOF, the duly authorized officers of the Seller/Servicer and Residential Funding have executed this Amendment as of the date first above written.

CRESTAR MORTGAGE CORPORATION

ATTEST:

By: 

Name: Karen D. Hawkins

Title: V.P.

By: 

Name: JOHN S. PHILIPS

Title: SVP.

RESIDENTIAL FUNDING CORPORATION

ATTEST:

By: 

Name: Cynthia A. Fuhrman

Title: Admin. Asst.

By: 

Name: Jaridom M. Jison

Title: VP - Risk Management

SELLER CONTRACT

This Seller Contract (the "Contract") is made this 28th day of January, 1986, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding") and TRUST COMPANY MORTGAGE (the "Seller").

WHEREAS, beginning no earlier than February 1, 1986, the Seller desires to sell Loans to Residential Funding, and Residential Funding desires to purchase Loans from the Seller, pursuant to the terms of this Contract and the Seller Guide, as amended from time to time.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation by Reference.

The Seller acknowledges that it has received and read the Seller Guide. All provisions of the Seller Guide are incorporated by reference into this Contract, and shall be binding upon the parties. Specific reference in this Contract to particular provisions of the Seller Guide and not to other provisions does not mean that those provisions of the Seller Guide not specifically cited in this Contract are not applicable. All terms used herein shall have the same meaning as such terms have in the Seller Guide, unless the context clearly requires otherwise.

2. Amendments.

This Contract may not be amended or modified orally, and no provision of this Contract may be waived or amended except in a writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Contract. However, by its terms, the Seller Guide may be amended or supplemented by Residential Funding from time to time. Any such amendment(s) to the Seller Guide shall be binding upon the parties hereto.

3. Representations and Warranties.

a. Reciprocal Representations and Warranties:

The Seller and Residential Funding each represents and warrants to the other that as of the date of this Contract:

- (1) Each party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business in each jurisdiction in which it is required to be so qualified, and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Seller Guide.
- (2) This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.
- (3) There is no action, proceeding or investigation pending or threatened, nor any basis therefor known to either party, that questions the validity or prospective validity of this Contract.
- (4) Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and no such obligation adversely affects its capacity to fulfill any of its promises or duties under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

b. Seller's Representations, Warranties and Covenants.

In addition to the representations, warranties and covenants made by the Seller pursuant to subparagraph (a) of this paragraph 3, the Seller makes the representations, warranties and covenants set forth in the Seller Guide and, upon request, agrees to deliver to Residential Funding the certified Resolution of Board of Directors which authorizes the execution and delivery of this Contract.

4. Remedies of Residential Funding.

If an Event of Seller Default shall occur, Residential Funding may, at its option, exercise one or more of those remedies set forth in the Seller Guide.

5. Seller's Status as Independent Contractor.

At no time shall the Seller represent that it is acting as an agent of Residential Funding. The Seller shall, at all times, act as an independent contractor.

6. Termination.

This Contract may be terminated at any time by either party by sending the other party prior written notice of termination. The effective date of termination of this Contract shall be the date which is ten (10) days after the date such written notice is sent or such later date as is expressly set forth in such written notice; provided, however, that with respect to any Commitment(s) outstanding on the date of such written notice, the effective date of termination shall be the expiration date of such Commitment(s). Such termination shall not affect the performance of either party's obligations with respect to Loans delivered to Residential Funding: (i) before the effective date of such termination, or (ii) pursuant to Commitment(s) issued by Residential Funding prior to the effective date of such termination.

7. Assignment.

This Contract may not be assigned or transferred, in whole or in part, by the Seller without the prior written consent of Residential Funding. Residential Funding may sell, assign, convey, hypothecate, pledge or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Seller Guide with respect to any Commitment or Loan. Unless Residential Funding specifies otherwise, any such sale, assignment, conveyance, hypothecation, pledge or transfer shall be effective upon written notice by Residential Funding to the Seller.

8. Notices.

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If to Residential Funding, notice must be sent to:

Residential Funding Corporation
6420 Wilshire Boulevard
Suite 600
Los Angeles, CA 90048
Attention: Loan Service Department

If to the Seller, notice must be sent to:

Trust Company Mortgage
P. O. Box 4333
Atlanta, GA 30302
Attention: LINDA MOREHEAD

9. Miscellaneous.

This Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All section headings contained herein are for convenience only and shall not be construed as part of this Contract. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of New York.

IN WITNESS WHEREOF, the duly authorized officers of the Seller and Residential Funding have executed this Seller Contract as of the date first above written.

ATTEST:

SELLER

[Corporate Seal]
(If none, so state.)

Maria Heckman

MARIA HECKMAN
(Typed Name)

Title: Assistant Manager-Marketing

ATTEST:

MarJean C. Stromberg

MarJean C. Stromberg
(Typed Name)

Title: Marketing Coordinator

TRUST COMPANY MORTGAGE
(Name of Seller)
By: Linda Morehead
(Signature)

LINDA MOREHEAD
(Typed Name)

Title: Vice President

RESIDENTIAL FUNDING CORPORATION

By: Rebecca L. Walker
(Signature)

Rebecca L. Walker
(Typed Name)

Title: President

SERVICER CONTRACT

This Servicer Contract (the "Contract") is made this 28th day of January, 1986, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding") and TRUST COMPANY MORTGAGE (the "Servicer").

WHEREAS, beginning no earlier than February 1, 1986, the Servicer desires to service Loans for Residential Funding, and Residential Funding desires to have the Servicer service various of its Loans, pursuant to the terms of this Contract and the Servicer Guide, as amended from time to time.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation by Reference.

The Servicer acknowledges that it has received and read the Servicer Guide. All provisions of the Servicer Guide are incorporated by reference into this Contract, and shall be binding upon the parties. Specific reference in this Contract to particular provisions of the Servicer Guide and not to other provisions does not mean that those provisions of the Servicer Guide not specifically cited in this Contract are not applicable. All terms used herein shall have the same meaning as such terms have in the Servicer Guide, unless the context clearly requires otherwise.

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3. Representations and Warranties.

a. *Reciprocal Representations and Warranties.*

The Servicer and Residential Funding each represents and warrants to the other that as of the date of this Contract:

- (1) Each party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business in each jurisdiction in which it is required to be so qualified, and has the requisite power and authority to enter into this Contract and all other agreements which are contemplated by this Contract and to carry out its obligations hereunder and under the Servicer Guide.
- (2) This Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.
- (3) There is no action, proceeding or investigation pending or threatened, nor any basis therefor known to either party, that questions the validity or prospective validity of this Contract.
- (4) Insofar as its capacity to carry out any obligation under this Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgment, decree, order, statute, rule or regulation and no such obligation adversely affects its capacity to fulfill any of its promises or duties under this Contract. Its execution of, and performance pursuant to, this Contract will not result in a violation of any of the foregoing.

b. *Servicer's Representations, Warranties and Covenants.*

In addition to the representations, warranties and covenants made by the Servicer pursuant to subparagraph (a) of this paragraph 3, the Servicer makes the representations, warranties and covenants set forth in the Servicer Guide and, upon request, agrees to deliver to Residential Funding the certified Resolution of Board of Directors which authorizes the execution and delivery of this Contract.

4. **Remedies of Residential Funding.**

If an Event of Servicer Default shall occur, Residential Funding may, at its option, exercise one or more of those remedies set forth in the Servicer Guide.

5. **Servicer's Status as Independent Contractor.**

At no time shall the Servicer represent that it is acting as an agent of Residential Funding. The Servicer shall, at all times, act as an independent contractor.

6. **Termination.**

This Contract may be terminated at any time by either party by sending the other party prior written notice of termination. The effective date of termination of this Contract shall be the date which is ten (10) days after the date such written notice is sent or such later date as is expressly set forth in such written notice; provided, however, that with respect to any Commitment(s) under the Seller Guide outstanding on the date of such written notice, the effective date of termination shall be the expiration date of such Commitment(s). Such termination shall not affect the performance of either party's obligations with respect to Loans delivered to Residential Funding: (i) before the effective date of such termination, or (ii) pursuant to Commitment(s) under the Seller Guide issued by Residential Funding prior to the effective date of such termination.

7. **Assignment.**

This Contract may not be assigned or transferred, in whole or in part, by the Servicer without the prior written consent of Residential Funding. Residential Funding may sell, assign, convey, hypothecate, pledge, or in any other way transfer, in whole or in part, without restriction, its rights under this Contract and the Servicer Guide with respect to any Commitment or Loan. Unless Residential Funding specifies otherwise, any such sale, assignment, conveyance, hypothecation, pledge or transfer shall be effective upon written notice by Residential Funding to the Servicer.

8. **Notices.**

All notices, requests, demands or other communications that are to be given under this Contract shall be in writing, addressed to the appropriate parties and sent by certified mail, return receipt requested, postage prepaid, to the address below. However, another name or address or both may be substituted by the Servicer pursuant to the requirements of this paragraph 8, or by Residential Funding pursuant to an amendment to the Servicer Guide.

If to Residential Funding, notice must be sent to:

Residential Funding Corporation
6420 Wilshire Boulevard
Suite 600
Los Angeles, CA 90048
Attention: Loan Service Department

If to the Servicer, notice must be sent to:

TRUST COMPANY MORTGAGE
P. O. Box 4333
Atlanta, GA 30302
Attention: DAN WATSON

9. Miscellaneous.

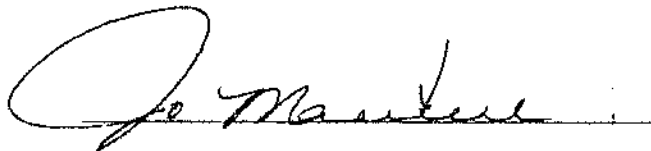
This Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Contract. All section headings contained herein are for convenience only and shall not be construed as part of this Contract. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of New York.

IN WITNESS WHEREOF, the duly authorized officers of the Servicer and Residential Funding have executed this Servicer Contract as of the date first above written.

ATTEST:

SERVICER

[Corporate Seal]
(If none, so state.)



JO MANTELL

(Typed Name)

Title: Administrative Assistant

TRUST COMPANY MORTGAGE

(Name of Servicer)

By: 

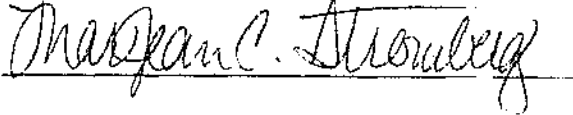
(Signature)

F. DAN WATSON

(Typed Name)

Title: Group Vice President

ATTEST:



MarJean C. Stromberg

(Typed Name)

Title: Marketing Coordinator

RESIDENTIAL FUNDING CORPORATION

By: 

(Signature)

Rebecca L. Walker

(Typed Name)

Title: President

005
CERTIFIED SELLER CONTRACT ADDENDUM

This Certified Seller Contract Addendum (the "Contract Addendum") is made this 17th day of June, 1987, by and between Residential Funding Corporation, its successors and assigns ("Residential Funding®") and SunTrust Mortgage, Inc. (the "Seller").

WHEREAS, on January 28, 1986, the parties entered into a Seller Contract (the "Contract") governing the sale of Loans by the Seller to Residential Funding, and

WHEREAS, the parties now desire to amend the Contract to reflect their additional obligations resulting from the Seller becoming a Certified Seller.

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties, desiring to amend the Contract, do hereby agree as follows:

1. The Seller acknowledges that it has received and read the Certified Seller Part of the Seller Guide. All Loans sold to Residential Funding by the Seller as a Certified Seller shall be governed by the Contract, this Contract Addendum, and the Seller Guide, including without limitation the Certified Seller Part of the Seller Guide, as amended from time to time.
2. This Contract Addendum shall be effective as of June 17, 1987, and it may be terminated by either party upon written notice to the other. Such termination shall be effective upon receipt, and shall terminate the Seller's status as a Certified Seller without terminating the Contract or otherwise affecting its status as a Seller.
3. Except as provided herein, the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the Seller and Residential Funding have executed this Contract Addendum as of the date first above written.

ATTEST:

SELLER

[Corporate Seal]
(If none, so state.)

By: Maria Heckman
(Signature)

Maria Heckman
(Typed Name)

Title: Assistant Vice President

ATTEST:

By: Edward A. Boeder
(Signature)

Edward A. Boeder
(Typed Name)

Title: Vice President

SunTrust Mortgage, Inc.
(Name of Seller)
By: Linda Morehead
(Signature)

Linda Morehead
(Typed Name)

Title: Group Vice President

RESIDENTIAL FUNDING CORPORATION

By: Ellen A. Hawkinson
(Signature)

Ellen A. Hawkinson
(Typed Name)

Title: Executive Vice President